



## TITAN SEAL SUBSCRIPTION AGREEMENT

This Agreement made as of September 28, 2018 between WASHOE County, NV Recorder located at RENO, NV ("Customer") and Titan Seal, Inc. ("Titan Seal") describes the terms and conditions ("Terms") that govern Customer's use of the cloud based computing service ("System") offered by Titan Seal including the proprietary software, interfaces, and APIs provided to access the System (the "Software" and together with the System, the "Service"). By using the Service in any manner, you ("Customer") agree that you have read, understand, and agree to these Terms, and the terms of any order form or invoice that you enter into with Titan Seal ("Order") for the Service. In the event of a conflict between these Terms and an Order, these Terms shall control.

### 1. Services and License.

- a. Titan Seal hereby grants Customer the right to access (and will use commercially reasonable efforts to provide) the Service via the web-based platform available at a URL specified by Titan Seal in accordance with the terms and conditions described in the applicable Order (the "Scope of Use") for the term specified therein (the "Term").
- b. The Services are subject to modification from time to time at Titan Seal's sole discretion. Titan Seal will use reasonable efforts to give Customer prior written notice of any material modifications. Titan Seal reserves the right to suspend Customer's access to the Services: (a) for scheduled or emergency maintenance, (b) in the event Customer is in breach of these Terms, or (c) for any purpose deemed appropriate by Titan Seal.
- c. Customer hereby grants to Titan Seal a limited royalty-free license during the Term to reproduce, translate, encode, publish, use, and distribute the Customer Data for the purpose of providing the Service to Customer and to fulfill Titan Seal's obligations under these Terms.
- d. To the extent that use of the Service requires Customer to install any client Software applications, Titan Seal hereby grants Customer a limited non-exclusive license during the Term to install such Software to use the Service.
- e. Certain items of independent, third-party code may be included in the Software that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. In particular, nothing in this Agreement restricts Customer's right to copy, modify, and distribute such Open Source Software that is subject to the terms of the GPL.

### 2. Customer Responsibilities.

- a. **Customer will not, and will not permit any third party to, (a) reverse engineer, decompile, decrypt, extract, disassemble or otherwise attempt to discover the source code of the Software, (b) modify, translate, or create derivative works based on the Software, or (c) alter, modify, change, remove, or otherwise transform or vary any**

copyright, trademark, or other intellectual property notices included in the Software or on the Services. For clarity, and except as set forth in Section 1(e), Customer may not use any third-party libraries distributed with the Software to provide connectivity with any other programs or databases, other than as expressly authorized by the applicable third party licensor.

- b. Customer shall be exclusively responsible for creating, modifying, entering or reentering all data, content, and other information uploaded to the System via the Service ("Customer Data").
- c. Customer shall not use the Services for timesharing or service bureau purposes unless permitted by Titan Seal in the applicable Order.
- d. Customer shall use the Service only in compliance with all applicable laws and regulations (including but not limited to any European privacy laws).
- e. Customer will be solely responsible for maintaining the security of any usernames and passwords granted to Customer to access the Service ("Access Credentials") and Customer shall be liable and responsible for all uses of Customer's Access Credentials, including any liability to third parties or any fees incurred.
- f. Customer will cooperate with Titan Seal in connection with the performance of these Terms by making available such personnel and information as may be reasonably requested by Titan Seal.
- g. Customer shall not violate any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

### 3. OWNERSHIP.

- a. "IP Rights" means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), (ii) copyrights, (iii) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith, (iv) trade secrets, (v) rights in databases and designs (ornamental or otherwise), (vi) moral rights, rights of privacy, rights of publicity and similar rights, and (vii) and any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto. As between the parties, Titan Seal and its Suppliers shall retain all right, title and interest in and to all IP Rights in the Service and all improvements thereto.
- b. As between the parties, Customer owns all right, title, and interest in and to the Customer Data, including all IP Rights therein.
- c. Prior to the last day of the Term for which Customer has paid the fees to access to the Service, Customer shall promptly remove all Customer Data from the System. Customer acknowledges and agrees that Titan Seal shall have no liability to Customer or any third party for deletion of any Customer Data from the System following the date of termination of Customer's access to and use of the Service.

### 4. PAYMENT.

- a. Customer will pay the fees for the Scope of Use agreed to in the applicable Order (the "Fees") calculated using the pricing described in Exhibit A attached.
- b. If Customer exceeds the Scope of Use set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage over the Scope of Use at the rate set forth on the Order, and Customer agrees to pay the additional fees without any right of set-off or deduction.
- c. To the extent applicable and utilized, Customer will pay Titan Seal for consulting, integration fees or other services previously authorized in writing by Customer, upon invoice thereof.
- d. All payments will be made in accordance with the payment schedule described in the applicable Order and will be due within thirty (30) days of invoice. Titan Seal reserves the right to modify its Fees or cancel or modify the Services at the expiration or termination of these Terms or any service Term.

## **5. CONFIDENTIAL INFORMATION**

- a. **"Confidential Information" means any and all information prepared or delivered to the receiving party by the disclosing party or its representatives (including information or data received by the disclosing party from a third party and as to which the disclosing party has confidentiality obligations), that (i) is marked or designated by the disclosing party as "confidential" or "proprietary;" (ii) is disclosed orally or visually provided that such information is identified at the time of such disclosure as proprietary or confidential, and that within thirty (30) days thereafter a written summary of such oral and visual disclosure bearing the aforesaid type of label or legend, is provided to the receiving party; (iii) is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the disclosing party, or (iv) is kept by Customer in record form and is required to be produced by NRS Chapter 239. Regardless of whether marked as such, all non-public information regarding the Service (excluding Customer Data) constitutes Titan Seal Confidential Information and Customer Data constitutes Customer Confidential Information.**
- b. **Each party acknowledges it may have access to Confidential Information of the other party. Each party agrees to keep the Confidential Information of the other party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the recipient would take to protect the confidential nature of its own information, not to disclose copy, distribute or otherwise disseminate the Confidential Information to any third parties. The receiving party may disclose the Confidential Information only to those employees, agents and subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under these Terms, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to these Terms' non-disclosure obligations. Notwithstanding the foregoing, third parties shall exclude any individuals employed by, or acting on behalf or under the direction of, a direct competitor of either party.**
- c. **Confidential Information does not include information (i) that is published or available to the public other than by breach of these Terms; (ii) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (iii) independently developed by the non-disclosing party's employees having no access to the disclosed information; (iv) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (v) disclosed by the disclosing party to a third party without restrictions; or (vi) is disclosed under operation of law; or (vii) is disclosed by recipient with discloser's prior written approval.**

## **6. INDEMNIFICATION.**

- a. Titan Seal will indemnify and hold Customer and its directors, officer, employees, and agents ("Related Parties") harmless from and against all claims, actions, expenses, losses, and liabilities, including reasonable attorney's fees, arising or relating to any claim that the Service, or the use thereof in accordance with these Terms, infringe any third party's IP Rights.
- b. The party seeking indemnification pursuant to this Section (the "Indemnified Party") shall provide the party obligated to provide such indemnification (the "Indemnifying Party") with:
  - (i) prompt written notification of any such claim; (ii) sole control and authority over the defense or settlement thereof; and (iii) all available information and reasonable assistance necessary to settle and/or defend any such claim, at the Indemnifying Party's expense, provided that if any settlement requires any action or admission by the Indemnified Party, then the settlement will require the Indemnified Party's prior written consent. Failure by the Indemnified Party to provide prompt notice of a claim or to provide such control, authority, information or assistance shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party may have its own counsel present at and participating in all proceedings or negotiations relating to a claim, at the Indemnified Party's own expense.

## **7. DISCLAIMER.**

EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THESE TERMS, THE SERVICES ARE PROVIDED "AS-IS," AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TITAN SEAL AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **8. LIMITATION OF LIABILITY.**

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH BY CUSTOMER OF SECTION 2 ABOVE, NEITHER PARTY, NOR TITAN SEAL'S SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOST SAVINGS, EVEN IF SUCH PARTY IS INFORMED OF THEIR POSSIBILITY (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY).

EXCEPT FOR PAYMENTS MADE PURSUANT TO TITAN SEAL'S INDEMNIFICATION OBLIGATIONS, THE TOTAL LIABILITY OF TITAN SEAL, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (A) TEN THOUSAND DOLLARS OR (B) THE FEES PAID TO TITAN SEAL HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL TITAN SEAL'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS.

## **9. TERM AND TERMINATION**

- a. These Terms shall be effective upon the date of your acceptance by purchase order of these Terms as set forth above and shall continue until terminated by either party as permitted in these Terms.
- b. Each Order shall be effective upon written acceptance by Titan Seal (including via email) and shall continue for the Term specified in the Order unless terminated sooner as permitted by these Terms.
- c. Either party will have the right to terminate these Terms and all Orders for breach of any material term or condition of these Terms (or with respect to an Order, a breach of a material term or condition of such Order) and failure to cure such breach within thirty (30) days after written notice.
- d. Either party may terminate these Terms and all Orders upon written notice if: (i) the other party becomes insolvent or voluntary or involuntary bankruptcy proceedings are instituted by or against such other party; (ii) the other party makes an assignment for the benefit of creditors or ceases to operate as a going concern; or (iii) a receiver is appointed for such other party.

#### **10. GENERAL.**

The parties disclaim the application of the United Nations 1980 Convention on contracts for the International Sale of Goods. These Terms are governed by the laws of the State of Nevada, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Nevada. The parties hereby submit to the jurisdiction of the state and federal courts located in Las Vegas, Nevada and agree that such courts shall be the exclusive forum for the resolution of any disputes related to these Terms. If any provision of these Terms is ruled invalid, such invalidity shall not affect the validity of the remaining portions of these Terms and a valid provision, which most closely approximates the intent and economic effect of the invalid provision, will be substituted. Customer may not assign these Terms or any part thereof without the prior written consent of the Titan Seal. Titan Seal may assign these Terms, without consent, in connection with the transfer or sale of all or substantially all of its assets related to the Service or in connection with a divestiture, reorganization, merger, acquisition, consolidation or similar such transaction. Nothing contained in these Terms is intended to constitute Customer and Titan Seal as partners or joint ventures, or the employees, agents, or representatives of one another. Nothing contained in these Terms is

intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint venturers. Titan Seal will not be held responsible for any delay or failure in performance of any part of these Terms to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of Titan Seal.

WASHOE COUNTY RECORDER ("Customer")

By: L.R. BURTNESS  
LARRY BURTNESS

Title: COUNTY RECORDER

Date: 9/28/2018

Titan Seal, Inc. ("Titan Seal")

By: William Sowa

Title: CEO

Date: 9/28/2018

**EXHIBIT A**  
**TITAN SEAL PRICE LIST**

<b>County Size</b>	<b># Stamps/Year</b>	<b># Publishers</b>	<b>Annual Subscription</b>
<b>&lt; 25,000</b>	<b>1,000</b>	<b>5</b>	<b>\$2,500</b>
<b>&lt; 100,000</b>	<b>2,000</b>	<b>10</b>	<b>\$4,500</b>
<b>&gt; 100,000</b>	<b>5,000</b>	<b>Unlimited</b>	<b>\$10,000</b>
<b>&gt; 100,000</b>	<b>10,000</b>	<b>Unlimited</b>	<b>\$18,000</b>